

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND COMPASS GROUP USA, INC
FOR FOOD SERVICES**

This Amendment to Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and COMPASS GROUP USA, INC., by and through its BATEMAN division, a Delaware corporation ("SUPPLIER").

WHEREAS, on July 1, 2004, CITY and SUPPLIER entered into an Agreement whereby SUPPLIER would provide congregate meal service to CITY; and

WHEREAS, on October 21, 2004, CITY and SUPPLIER entered into an Amendment to the Agreement whereby Exhibit A was revised to include a \$60.00 per day setup labor charge and enhance the standard menu; and

WHEREAS, on December 22, 2004, CITY and SUPPLIER entered into a Second Amendment to the Agreement clarifying contract term extensions; and

WHEREAS, on April 28, 2005, CITY and SUPPLIER entered into a Third Amendment to the Agreement whereby the Agreement was extended for an additional six (6) months beginning April 1, 2005 and ending on September 30, 2005; and

WHEREAS, the parties now agree that a Fourth Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FOURTH AMENDMENT TO AGREEMENT:

Exhibit 'A' Revision 1 is hereby deleted and replaced in its entirety with "Exhibit 'A' Revision 2", attached and incorporated by reference.

All other terms and conditions as set forth in the original Agreement, the First Amendment and the Second Amendment, Third Amendment and not in conflict with this Fourth Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Amendment, in duplicate, on the date appearing with their respective signatures.

CITY OF SUNNYVALE
ATTEST:

COMPASS GROUP USA, INC
by and through its BATEMAN Division

BY: _____
City Clerk

BY: _____

Name and Title

APPROVED AS TO FORM:

BY: _____
City Attorney

BY: _____

Name and Title

“EXHIBIT ‘A’ REVISION 2”

FINANCIAL ARRANGEMENTS - PROFIT AND LOSS

I. MANUAL FOOD SERVICES/COST PER MEAL

Bateman will operate its manual food service at the Premises for its own account on a profit or loss basis. Bateman shall bear all losses in the event that receipts from the operation of its Services are less than Bateman's cost of business. Bateman shall be entitled to all profits in the event that the receipts from the operation of its manual food service are greater than Bateman's cost of business.

Bateman shall charge to Client a cost per meal of \$5.00 (excluding tax) and a \$60.00 per day setup labor charge. This cost per meal shall be based on certain assumptions and circumstances existing as of the date of this Agreement, including, but not limited to, the following: 1) Bateman shall serve a minimum of 25 meals per day; 2) Lunch shall be served at noon with a typical meal including: soup or salad, beverage (coffee, tea and milk), hot entrée with a vegetable and a starch, bread, butter and dessert. Coffee, tea and milk shall be purchased by Bateman 3) Bateman shall plan the menus, order and pay for all food materials, prepare and plate the food for volunteers to serve the customers, and clean up; 4) Bateman shall enhance the standard menu to include: on-site meal preparation to include baking cookies, steaming vegetables, boiling pastas, heating the entrée, and assembling some salads; 5) Once per week Bateman shall have a hot/cold deli meal; this would include a Roast Beef, Turkey, Ham or Tuna Salad sandwich served hot or cold depending on the day, with soup, side salad with dressing, dessert and milk; 6) Once per week Bateman shall serve an on-site cooked grilled sandwich such as Ham & Swiss cheese, Ruben, Patty Melt or Tuna Melts served with deli style salad, vegetable, dessert and milk; and 7) Bateman shall use fresh ingredients whenever possible versus processed or canned foods. The main food preparation will continue at the Walsh kitchen. The Menu served at the senior center shall be delayed for two days from the hot cycle currently being served in the Santa Clara County nutrition sites. Bateman shall send the food items cold to the senior center kitchen to allow the associate to cook the food on-site.

Client may purchase miscellaneous food items from Bateman, and Bateman shall invoice Client for such items. Client shall make payment within thirty (30) days of receipt of an accurate, itemized invoice.

Bateman shall have the option to increase the cost per meal, and shall provide Client written notice of any such increase. Any such rate increase shall not exceed the percentage reflected in the Consumer Price Index – Food Away From Home, as measured for December of the current year. Rate increases shall be negotiated by May 1st and shall be implemented by July 1st.

II. BATEMAN'S ACCOUNTING TO CLIENT FOR MANUAL FOOD SERVICE

Bateman shall submit to Client within a reasonable time after the end of each accounting period an invoice showing the number of meals served and the total amount due Bateman.

Client shall pay said invoice amount to Bateman within thirty (30) days of the date of the invoice.

III. CREDIT TERMS

In the event that said amounts set forth in said statements are not paid according to the terms hereof, or in the event that Bateman, in its sole discretion, determines that Client's credit has become impaired, Bateman shall have the option of either declining to continue its services hereunder except on a cash-in-advance basis until such time as credit has been re-established to Bateman's satisfaction, or terminating this Agreement immediately without any liability whatsoever to Bateman.

All costs of collection of past-due amounts, including but not limited to reasonable attorney's fees, shall be chargeable to and paid by the Client.